

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**TITLE VIII**

**CONCILIATION AGREEMENT**

**between**

U.S. Department of Housing and Urban Development  
Assistant Secretary for the Office of Fair Housing and Equal Opportunity

(Complainant)

**and**

Aqua Vista Townhomes Condominium Association, Inc.,  
Daniella Adams

(Respondents)

Approved by the FHEO Regional Director on behalf of the United States Department of Housing  
and Urban Development

**FHEO CASE NUMBER: 04-13-0909-8**

## **A. PARTIES AND SUBJECT PROPERTY**

### Complainant

Assistant Secretary for Fair Housing and Equal Opportunity  
U.S. Department of Housing and Urban Development Office  
of Fair Housing and Equal Opportunity  
451 Seventh Street, S.W. Rm 5100  
Washington, DC 20410

### Respondents

Aqua Vista Townhomes Condominium Association, Inc.  
c/o Daniella Adams, Registered Agent  
2078 N.E. 167<sup>th</sup> Street, Suite 1  
North Miami Beach, Florida 33162

Daniella Adams  
President of the Board of Directors of the Condo Association  
2074 N.E. 167<sup>th</sup> Street  
North Miami Beach, Florida 33162

Complainant and Respondents are hereinafter collectively referred to as "the Parties."

## **B. STATEMENT OF POSITIONS**

### 1. Complainant's Position

Complainant, the Assistant Secretary for the Office of Fair Housing and Equal Opportunity (the "Assistant Secretary") of the U.S. Department of Housing and Urban Development ("HUD" or "Department") filed a Secretary Initiated Complaint pursuant to 42 U.S.C. § 3610(a)(1)(A)(i) ("Section 810") on July 12, 2013 alleging that Aqua Vista Townhomes Condominium Association, Inc. ("Aqua Vista") and Daniella Adams ("Respondent Adams") (Aqua Vista and Respondent Adams hereinafter collectively referred to as "Respondents") engaged in discriminatory acts in violation of Sections 804(a), 804(b), 804(c) and 818 of the Fair Housing Act of 1968, as amended (hereinafter, "the Act").

This Conciliation Agreement is entered into jointly by the parties following the preliminary investigation. The complaint alleges Respondent Adams engaged in a number of intentionally discriminatory actions against Black and Hispanic tenants with Housing Choice Vouchers (Section 8) residing at the property and others associated with them. These discriminatory acts include: harassment, making discriminatory statements, refusing to rent, reporting Section 8 tenants to Miami Dade Public Housing Agency for various reasons in an effort to rid them from the property, and sending letters to Section 8 tenants/owners informing them they would have to move out because there could be no subsidized units on the property per the property insurance requirements.

The preliminary findings of HUD's investigation established that Respondent Adams reported all Section 8 tenants to the Miami Dade Public Housing Agency for alleged violation of Section 8 program rules. Miami Dade conducted investigations into the claims made by Respondent Adams but was unable to substantiate most of Adams' allegations. As a result of Respondent Adams' harassment, Section 8 tenants moved from the property, except one who filed a case in Federal court that has been resolved with a confidential settlement agreement.

The investigation also found that Respondent Adams made discriminatory statements to Black and Hispanic prospective residents who inquired about renting and/or denied their applications to rent due to discriminatory reasons. Consequently, the units were not rented or were delayed being rented.

Under 42 U.S.C. 3604 (a) (Section 804 (a) of the Act), it is illegal to refuse to rent after the making of a bona fide offer, or to refuse to negotiate for rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin. In addition, 42 U.S.C. 3604(b) (Section 804(b) of the Act) makes it unlawful to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, or national origin. Under 42 U.S.C. 3604 (c) (Section 804(c) of the Act) it is illegal to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, or national origin, or an intention to make any such preference, limitation, or discrimination. Finally, 42 U.S.C. 3617 (Section 818 of the Act) makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 803, 804, 805, or 806.

## 2. Respondents' Position

Respondents generally deny that they discriminated against African-American and Hispanic tenants. Respondents contend that Adams has done a "good job" overseeing the property and that they uniformly monitor violations. According to Respondents, the insurance company required that they not have any subsidized units on the property.

## **C. TERM OF AGREEMENT**

1. This Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the parties to it for a period of two (2) years from the effective date of the Agreement.

## **D. EFFECTIVE DATE**

2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and

until such time as it is approved by the U.S. Department of Housing and Urban Development, through the FHEO Regional Director, or his or her designee.

3. This Agreement shall become effective on the date on which it is approved by the Regional Director, Office of Fair Housing and Equal Opportunity (FHEO), Atlanta Regional Office of the United States Department of Housing and Urban Development (HUD).

#### **E. GENERAL PROVISIONS**

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
5. Aqua Vista Townhomes Condominium Association, Inc. and Daniella Adams acknowledge that they have an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. Aqua Vista Townhomes Condominium Association, Inc. and Daniella Adams further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
6. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director, or his or her designee, it is a public document.
7. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Aqua Vista Townhomes Condominium Association, Inc. and/or Daniella Adams made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.
8. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Regional Director.
9. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.
10. The Assistant Secretary for Fair Housing and his respective successors, assigns, agents, officers, employees and attorneys hereby forever waive, release, and covenant not to sue Aqua Vista Townhomes Condominium Association, Inc. and Daniella Adams jointly or severally, or their respective affiliates, heirs, executors, assigns,

agents, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of HUD Case Number 04-13-0909-8, or which could have been filed in any action or suit arising from said subject matter.

11. Aqua Vista Townhomes Condominium Association, Inc. and Daniella Adams hereby forever waive, release, and covenant not to sue the Assistant Secretary or the Department, jointly or severally, or its successors, assigns, agents, officers, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 04-13-0909-8 or which could have been filed in any action or suit arising from said subject matter.

#### **F. RELIEF FOR AGGRIEVED PERSONS**

12. Respondents will deposit into an interest-bearing escrow account (the "Compensation Fund") the total sum of \$109,000.00 which will be available to pay damages to each Aggrieved Person as defined in Paragraph 12(a). Payment to each Aggrieved Person shall be distributed according to Paragraph 12(c) below for known claimants (hereinafter referred to as "Known Claimants") and according to Paragraph 12(d) below for those potential claimants who are yet unknown ("Potential Claimants"). Title to this account will specify that it is "for the benefit of alleged aggrieved persons pursuant to the Conciliation Agreement in Assistant Secretary for Fair Housing and Equal Opportunity v. Aqua Vista Townhomes Condominium Association, Inc., et al." Title to this account will specify that it is "for Administrator expenses pursuant to the Conciliation Agreement in Assistant Secretary for Fair Housing and Equal Opportunity v. Aqua Vista Townhomes Condominium Association, Inc., et al." Respondents will provide written verification of the deposit to HUD within twenty (20) business days of the Effective Date of the Conciliation Agreement. Any interest that accrues will become part of the Compensation Fund and be used and disposed of as set forth herein.
  - a) For the purposes of the Agreement, an "Aggrieved Person" shall be defined as any Section 8 tenant who was given notice of the insurance requirement, any Section 8 applicant who was denied rental, any owner who rented to a Section 8 tenant or who was denied the opportunity to rent to a Section 8 voucher holder, any real estate agent who lost a commission due to the denial of a Section 8 applicant. "Known Claimants" and "Potential Claimants" referenced above must be aggrieved persons as defined in this paragraph;
  - b) Within thirty (30) days of the Effective Date of this Agreement, Respondents will enter into a contract (Fund Contract Date) retaining a Compensation Fund Administrator ("Administrator") subject to approval by HUD, which shall not be unreasonably withheld, to conduct the activities set forth in the Agreement. The Respondents shall inform HUD through the Regional Director, or his or her designee, once the Administrator is hired. Respondents will bear all costs and expenses of the Administrator, and Respondents' contract with the Administrator

will require that the Administrator comply with the provisions of the Conciliation Agreement as applicable to the Administrator. The Administrator's contract will require the Administrator to work cooperatively with HUD in the conduct of his or her activities, including reporting regularly to and providing all reasonably requested information to HUD. The Administrator's contract will also require the Administrator to make his or her best efforts, using all reasonable methods, to locate each Aggrieved Person. Respondents will allow the Administrator access to owner files, tenant files, and any additional files necessary to verify the accuracy of the data provided and to otherwise identify persons entitled to the payments from the Compensation Fund. Respondents will cooperate in providing such information to the Administrator. Cooperation shall include allowing access to records of Aqua Vista Townhomes Condominium Association, Inc. and any other entities affiliated with Aqua Vista. The Administrator's contract will require the Administrator to comply with all confidentiality and privacy restrictions applicable to the party who supplied the information and data to the Administrator. In the event that HUD or Respondents believe that the Administrator is not materially complying with the terms of his or her contract with Respondents, HUD and Respondents will meet and confer for the purpose of mutually agreeing upon a course of action to effect the Administrator's material compliance with the contract with Respondents. In the event that HUD and Respondents are unable to agree upon a course of action HUD shall be permitted to instruct the Administrator in respect of such course of action and Respondents will have the right to challenge such instruction in court.

- c) Known Claimants: Payment to Known Claimants shall be distributed according to the Payment Schedule for Known Claimants attached hereto as Attachment #1. If, after diligent effort by the Administrator and pursuant to the terms of this Agreement, monies due any Known Claimant cannot be distributed as outlined in Attachment #1, said monies shall be distributed to the Potential Claimants according to Paragraph 12 (d) below. If monies due any Potential Claimants cannot be distributed, the remainder or unclaimed monies shall be distributed to a non-profit housing organization designated by HUD.
- d) Potential Claimants: It is understood by the Parties that not all Claimants are known at the time of the execution of this Agreement. The Fund Administrator shall make diligent efforts to identify Potential Claimants within the following categories, in addition to the Known Claimants: 1) owners of units whose tenants held Section 8 vouchers, who had been reported by Aqua Vista to the Miami-Dade Public Housing Agency for various alleged violations; 2) tenants who held Section 8 vouchers whose claims have not otherwise been settled in this matter, or through civil litigation, who exited the Aqua Vista community after being reported to Miami-Dade Public Housing Agency; 3) owners whose prospective tenants held Section 8 vouchers, whose rental applications were denied; 4) holders of Section 8 vouchers whose rental applications were denied. The Notice described in paragraph 12(f) shall be sent by the Fund Administrator to those individuals identified by the Fund Administrator and approved by HUD as

Potential Claimants. Additionally, the Administrator shall post copies of the Notice in all Aqua Vista management offices and community centers. The Administrator shall pay any such identified Potential Claimants who timely return a signed Release pursuant to Paragraph 12(h) of this Agreement in a proportional amount from within the Potential Claimant fund of \$20,000 (as incorporated within the aforementioned total sum of \$109,000, inclusive of all known and Potential Claimants), with no individual payment to any Potential Claimant to exceed \$4,000 for an owner and \$3,000 for a tenant. Any remaining funds available shall be distributed to a local non-profit fair housing organization approved by HUD.

- e) Within ten (10) days of the Fund Contract Date, Aqua Vista agrees to provide the last known name, address, email address and phone number of all Known Claimants identified in Attachment #1 and all Potential Claimants as described in Paragraph 12(d) above to the Administrator. (Known Claimants and Potential Claimants hereinafter collectively referred to as "Claimants".)
- f) Within thirty (30) days of the Fund Contract Date, the Administrator shall send notice to each Claimant of their potential compensation by U.S. Mail ("Notice"). The Notice shall be in the form attached hereto as Attachment #2. Along with the Notice, the Administrator shall provide each Claimant a release form to complete, sign, and return ("Release"). The Release shall be in the form attached hereto as Attachment #3. Before providing the Notice and Release, the Administrator shall access the U.S. Postal Service National Change of Address database ("NCOA Database") and, as necessary, update the address for each Claimant. If the NCOA Database indicates that the last known address of any Claimant is invalid or otherwise undeliverable, the Administrator shall be required to send the Notice and Release to the last known email address of the Claimant, if Respondents have such an email address, and make at least two (2) attempts to contact the Claimant telephonically at the last telephone number supplied to Respondents by the Claimant. In the event that any Notice is returned as undeliverable with a forwarding address, the Administrator shall send the Notice and Release to the indicated forwarding address within ten (10) business days from the date of receipt of the forwarding address. The date the Notice is mailed to each individual Claimant shall be hereinafter referred to as the "Notice Date".
- g) Each Claimant shall have sixty (60) days from the Notice Date to properly complete, execute, and return the Release to the Administrator ("Required Return Date").
- h) The Administrator shall timely provide to the Regional Director, or his or her designee, a list of all claims the Administrator has received in accordance with the requirements of Paragraph 12(g), with his or her tentative approval or non-approval of each claim and the reason for the Administrator's decision of any denial. The Administrator shall not be obligated to consider claims postmarked

after the Required Return Date. The Assistant Secretary, or his or her designee, shall have thirty (30) days in which to review the Claims that the Administrator has received and provide to the Administrator any written objections to the Administrator's tentative denial of a claim. If the Assistant Secretary, or his or her designee, disputes, in writing, the Administrator's tentative denial of a Claim, the Administrator shall, within ten (10) days, provide any other factual information that the Administrator believes should be considered by the Assistant Secretary.

- i) The Fund Administrator shall notify the Known Claimants (Attachment #1) and Potential Claimants (identified pursuant to the procedures outlined in ¶12 and Attachment #2) that the money that the Claimants receive may be considered taxable income and thus may affect their federal, state, or local tax liability. Neither Respondents nor HUD can give the Claimants any advice on tax or other legal matters. The Claimants are encouraged to consult with a qualified individual or organization about any possible tax or other consequences resulting from the Claimants' receipt of this payment. All Parties acknowledge the obligation of each Party to abide by any and all applicable federal laws and regulations, including any and all disclosures and filings that are mandated by federal law.
- j) Within sixty (60) days of the Required Return Date, the Administrator shall make a payment from the Compensation Fund to each approved Claimant who timely returned a signed Release. The Administrator shall provide Aqua Vista and the Regional Director, or his or her designee, a full accounting, including copies of all Releases received, awards sent, and letters to which no response were received or that were returned as undeliverable.

#### **G. POLICIES AND PROCEDURES**

- 13. Respondents agree to adopt, subject to HUD approval, a clear, written policy addressing the requirements to approve or deny rental applications and purchases at the subject property. Aqua Vista agrees to submit the written policy for HUD approval within sixty (60) days of the Effective Date of this Agreement. Upon HUD's approval, Aqua Vista agrees to communicate this policy to its board members, tenants and owners within thirty (30) days of adoption, and to prospective tenants upon application.
- 14. Respondents agree to revise its Rules and Regulations to ensure that use and enjoyment of the premises is available to all persons without regard to race, color, religion, sex, disability, familial status, or national origin. Furthermore, Respondents agree to ensure its Rules and Regulations do not discourage or intimidate families with children from using and enjoying the premises. Aqua Vista agrees to submit its revised Rules and Regulations for HUD approval within sixty (60) days of the Effective Date of this Agreement. Upon HUD's approval, Aqua Vista agrees to communicate the revised Rules and Regulations to its board members, tenants and owners within thirty (30) days of adoption, and to prospective tenants upon application.



#### **H. RELIEF IN THE PUBLIC INTEREST**

15. Within ninety (90) days of the effective date of this Agreement, Respondents shall employ a management company or licensed Community Association Manager (CAM) to maintain and oversee the day-to-day operation of the property to include addressing property violations, upkeep of the grounds, and approving and denying rental applications.
16. Within thirty (30) days of the effective date of this Agreement, Respondents shall inform all of their employees, officers and board members of the terms of this Agreement in writing, and shall provide each such person with a copy of this Agreement.
17. Each Board member, officer, and employee of Respondents will take a one-time, in-person Fair Housing training by a HUD approved trainer. Respondents will complete the training within one hundred and twenty (120) days from the Effective Date of this Agreement. Each new employee shall take in-person Fair Housing Training within one hundred and twenty (120) days of his or her entry date of service.
18. Respondents shall provide each current and new board member, officer, and employee with a copy of its HUD approved non-discrimination policy within thirty (30) days of each person's entry date of service. Respondents agree to send an annual report each year for the duration of this agreement showing a list of all newly appointed board members, officers, and hired employees and the date each person received the non-discrimination policy to certify compliance with this Paragraph.
19. Respondents shall post a copy of the HUD Approved Poster in both English and Spanish in every location where it provides services to the public within thirty (30) days of the effective date of this Agreement. These postings shall be prominently displayed, readily apparent to all prospective and current tenants, and shall include the fair housing logo.

## **I. MONITORING**

20. The Department shall determine compliance with the terms of this Agreement. The Department may conduct reviews of Respondents' operations and facilities to ensure compliance with this Agreement. Respondents agree to provide their full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

## **J. REPORTING AND RECORDKEEPING**


21. Respondents shall forward to the Department objective evidence of its successful completion of training in the form of a letter from the entity conducting the training. Respondents will send a letter stating that training was provided to all employees within one year of the Effective Date of this agreement.
22. Within one-hundred-eighty days (180) of the Effective Date of this Agreement, Respondents shall certify to the FHEO Regional Director, in writing, that it has complied with Paragraphs 12, 13, 14, 15, 16, 17, 18 and 19 of this Agreement.
23. All required certifications and documentation of compliance must be submitted to:

U.S. Department of Housing & Urban Development  
Office of Fair Housing & Equal Opportunity  
Vicki D. Johnson, Enforcement Branch Chief  
909 S.E. 1st Avenue, #500  
Miami, Florida 33131

## K. CONSEQUENCES OF BREACH

24. Whenever the Department has reasonable cause to believe that Respondents have breached this Agreement, the matter shall be referred to the Attorney General of the United States, to commence a civil action in the appropriate U. S. District Court, pursuant to §§ 810(c) and 814(b)(2) of the Act.
25. This Agreement represents the entire agreement and understanding between and among the parties with respect to the subject matter hereof, and it supersedes any and all prior or contemporaneous discussions and/or settlement offers relating thereto.

WHEREFORE, the parties hereto have duly executed this Agreement:

By:   
Gustavo Velasquez  
Assistant Secretary for Fair Housing  
and Equal Opportunity

5/18/15  
Date

Aqua Vista Townhomes Condominium Association, Inc.

By: \_\_\_\_\_  
Daniella Adams  
President of the Board

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Wayne Dennis  
Vice President of the Board

\_\_\_\_\_  
Date

## L. APPROVAL

By:   
Carlos Osegueda  
FHEO Region IV Director

5/22/15  
Date

**K. CONSEQUENCES OF BREACH**

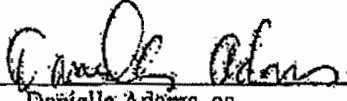
24. Whenever the Department has reasonable cause to believe that Respondents have breached this Agreement, the matter shall be referred to the Attorney General of the United States, to commence a civil action in the appropriate U. S. District Court, pursuant to §§ 810(c) and 814(b)(2) of the Act.
25. This Agreement represents the entire agreement and understanding between and among the parties with respect to the subject matter hereof, and it supersedes any and all prior or contemporaneous discussions and/or settlement offers relating thereto.

WHEREFORE, the parties hereto have duly executed this Agreement:

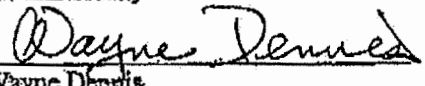
By: \_\_\_\_\_  
Gustavo Velasquez  
Assistant Secretary for Fair Housing  
and Equal Opportunity

\_\_\_\_\_  
Date

Aqua Vista Townhomes Condominium Association, Inc.

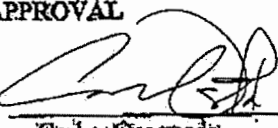
By:   
Daniella Adams, as  
President of the Board  
As authorized signatory on behalf of  
Aqua Vista Townhomes Condominium Association, Inc.,  
and individually

5/13/2015  
Date

By:   
Wayne Dennis  
Vice President of the Board  
As authorized signatory on behalf of  
Aqua Vista Townhomes Condominium Association, Inc.,

5/14/2015  
Date

**L. APPROVAL**

By:   
Carlos Osegueda  
FHEO Region IV Director

5/22/15  
Date

ATTACHMENT #1  
PAYMENT SCHEDULE  
FOR  
KNOWN CLAIMANTS

Former Tenants

1. [REDACTED] \$3,000
2. [REDACTED] - \$3,000
3. [REDACTED] - \$3,000
4. [REDACTED] - \$3,000
5. [REDACTED] \$3,000
6. [REDACTED] - \$3,000
7. [REDACTED] - \$3,000
8. [REDACTED] - \$3,000

Unit Owners who Lost Section 8 Tenants

1. [REDACTED] - \$3,000
2. [REDACTED] - \$4,000
3. [REDACTED] - \$4,000
4. [REDACTED] - \$3,000
5. [REDACTED] - \$3,000
6. [REDACTED]  
[REDACTED] - \$4,000

Unit Owners who Lost Prospective Tenants

1. [REDACTED] - \$4,000
2. [REDACTED] - \$4,000

3. [REDACTED] - \$4,000

4. [REDACTED] - \$4,000

**Real Estate Agents who Lost Commissions**

1. [REDACTED] - \$4,000

2. [REDACTED] - \$4,000

3. [REDACTED] - \$4,000

**Owners with Current Section 8 Tenants**

1. [REDACTED] - \$16,000

## Attachment #2

### Notice

Aqua Vista Townhomes Condominium Association, Inc. and Daniella Adams, (collectively referred to as "Respondents") have entered into a Conciliation Agreement (the "Agreement") with the United States Department of Housing and Urban Development ("HUD") to settle the complaint of discrimination under the Fair Housing Act, 42 U.S.C. §§ 3601, et seq. (the "Act"), arising out of allegations that Respondents discriminated against Black and Hispanic tenants with Housing Choice Vouchers (Section 8) residing at the property and others associated with them. You may be a Claimant under this agreement if you are a: 1) Section 8 tenant who was given notice of the insurance requirement; 2) Section 8 applicant who was denied rental; 3) homeowner who rented to a Section 8 tenant or who was denied the opportunity to rent to a Section 8 voucher holder.

You have been identified as a potential Claimant under the Agreement who may be able to receive compensation as a member of a group of Potential Claimants pursuant to the terms set forth below. To receive your payment, you must complete, sign, and return the enclosed Release. By signing the Release, you agree that you will not sue Respondents for any claims alleging housing discrimination on the basis of race or national origin that you may have against Respondents arising out of the subject of this complaint. If you decide to sign the Release, please write the date, print your name and address, and sign your name where indicated. To receive your payment, you must complete, sign, and return the Release to Respondents no later than \_\_\_\_\_ [insert date 60 days after Release Return Date].

You should return the completed and signed Release in the enclosed pre-addressed, postage pre-paid envelope. After you complete, sign, and return the Release, the compensation that is to be paid to you will be determined after all members of the group of Potential Claimants is identified and the compensation will be sent to you by check if you meet the definition of a Claimant under this Agreement. Supporting documentation may be requested to determine whether you are entitled to reimbursement or damages for any harm experienced due to the alleged actions enumerated above.

Please be aware that the money you receive may be considered taxable income and thus may affect your federal, state, or local tax liability. Neither Respondents nor HUD can give you any advice on tax or other legal matters. You are encouraged to consult with a qualified individual or organization about any possible tax or other consequences resulting from your receipt of this payment. For that reason, disclosure of personal information, including your Social Security number, is requested on the Release. Potential Claimants are also subject to the provisions, terms and limitations recited in the Conciliation Agreement between HUD and Respondents.

If you do not want to participate in this settlement, you may decline to do so. By declining to participate, you will give up your right to receive money through this settlement, but will not waive any other rights or claims that you believe you may have.

Please be advised that the Respondents, HUD, and their respective attorneys cannot act as your private attorney. Therefore, you may want to consult with a private attorney to discuss this matter and the options available to you or to have an attorney of your choice contact Respondents, HUD, or their respective attorneys.

If you have any questions about this matter, please contact:

[ENTER ADMINISTRATOR'S NAME AND CONTACT INFORMATION HERE]

Sincerely,

Aqua Vista Townhomes Condominium Association, Inc.

### ATTACHMENT #3

#### Release (Known and Potential Claimants)

In consideration of the Conciliation Agreement (the "Agreement") between Complainant Assistant Secretary for Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development ("HUD") and Respondent Aqua Vista Townhomes Condominium Association, Inc. and Daniella Adams ("Respondents") in HUD Case No. 04-13-0909-8, and the payment to me of compensation in the amount of \$ \_\_\_\_\_ pursuant to the Agreement and effective upon that payment, I hereby release and forever discharge all claims, rights, remedies, and recoveries, related to any alleged facts of housing discrimination, including on the basis of race, color and national origin, that I may have against Respondents, including any and all related entities, parents, predecessors, successors, subsidiaries, directors, officers, agents, managers, supervisors, shareholders, employees, or attorneys, and their respective heirs, executors, administrators, successors in interest, or assigns, including such claims arising out of the subject matter of HUD Case No. 04-13-0909-8, known and unknown, up to and including the date of the execution of release.

Executed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Number and Street

\_\_\_\_\_  
City, State, and Zip Code



**ATTACHMENT #3 (A)**

Release (Ivonne Aznarez)

In consideration of the Conciliation Agreement (the "Agreement") between Complainant Assistant Secretary for Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development ("HUD") and Respondents Aqua Vista Townhomes Condominium Association, Inc. and Daniella Adams ("Respondents") in HUD Case No. 04-13-0909-8, and the payment to me of compensation in the total amount of \$20,000 pursuant to the Agreement and effective upon that payment, I hereby release and forever discharge any and all claims, rights, remedies, and recoveries that I have or may have against the Respondents, including such claims related to any alleged facts of housing discrimination, including on the basis of race, color and national origin, including any and all related entities, parents, predecessors, successors, subsidiaries, directors, officers, agents, managers, supervisors, shareholders, employees, or attorneys, and their respective heirs, executors, administrators, successors in interest, or assigns, including such claims arising out of the subject matter of HUD Case No. 04-13-0909-8, known and unknown, up to and including the date of the execution of release.

Executed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Number and Street

\_\_\_\_\_  
City, State, and Zip Code